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JUN 30 1992 - 12 30 PM
INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT

NO. 1

(UTC Trust No. 1992-A)
(L-10B)

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June __, 1992 at ____ [a.m./p.m.], Recordation Number ____ and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on June __, 1992.

INDENTURE SUPPLEMENT NO. 1

Indenture Supplement No. 1, dated June 30, 1992, between THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (L-10B), dated as of June 24, 1992 (the "Trust Agreement") between the Owner Trustee and the Owner Participant named therein, and NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (L-10B), dated as of June 30, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

W I T N E S S E T H:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment with respect to which the Equipment Notes issued under the Indenture and hereunder relate, by having attached thereto a copy of the applicable Lease Schedules, and shall specifically submit such Units of Equipment to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof, and a counterpart of the Indenture is incorporated by reference herein and made a part hereof to the same effect as if such Indenture were set forth herein;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Make-Whole Amount, if any, and interest on the Equipment Notes from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of such Equipment Notes, subject to the terms and conditions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in this Indenture Supplement and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has granted, bargained, sold, assigned, transferred, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, pledge, mortgage, and confirm, the property comprising the Units described in the copy of the Lease Schedule attached hereto as Exhibit A and (ii) has granted, bargained, sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease and the Lease Supplement relating hereto and all Rent thereunder, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be

made by the Lessee thereunder with respect to such Equipment, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes (excluding, however, any rights to Excepted Property thereunder and subject always to Section 8.9 of the Indenture).

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Equipment Notes issued and Outstanding under the Indenture rank on a parity with each other Equipment Note and that, as to each other Equipment Note, they be secured equally and ratably by the collateral described herein, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise.

The Equipment Notes issued under this Indenture Supplement shall be designated as 1992 Equipment Notes L-10B-A. The Equipment Notes shall be substantially in the form set forth in Exhibit A to the Indenture. The Equipment Notes issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued in the maturities and principal amounts and shall bear interest as specified in Exhibit B hereto. The principal of each Equipment Note shall be payable in installments, on each Installment Payment Date and the final maturity date, in amounts equal to the Installment Payment Amount for each such Installment Payment Date and final maturity date.


This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.


AND FURTHER, the Owner Trustee hereby acknowledges that the Units of Equipment referred to in the aforesaid Lease Schedule attached hereto and made a part hereof have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, The Connecticut National Bank, as the Owner Trustee and NationsBank of South Carolina, National Association, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity,
but solely as Owner Trustee

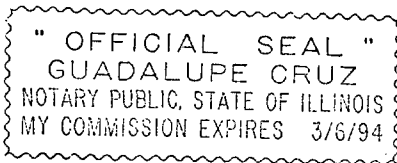
By 
Name: Philip G. Kane, Jr.
Title: Vice President

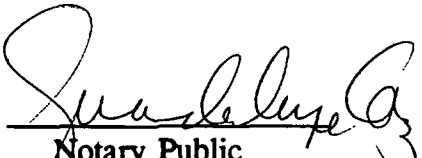
NATIONSBANK OF SOUTH CAROLINA,
NATIONAL ASSOCIATION,
as Indenture Trustee

By 
Name: Joe D. Deadwyler
Title: Senior Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of June, 1992, before me personally appeared Joe D. Deadwyler, to me personally known, who being by me duly sworn, said that he is a Senior V.P. of NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



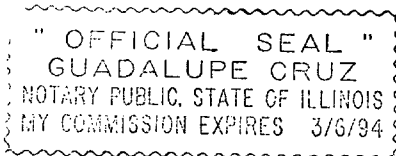

Notary Public

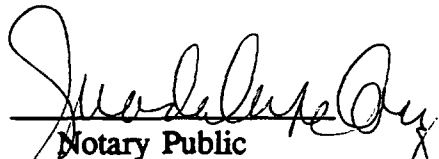
[NOTARIAL SEAL]

My commission expires: 3/6/94

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of June, 1992, before me personally appeared Philip G. Kane Jr. to me personally known, who being by me duly sworn, said that he is Vice President of THE CONNECTICUT NATIONAL BANK, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public

[NOTARIAL SEAL]

My commission expires: 3/6/94

LEASE SUPPLEMENT NO. 1 (L-10B)
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-10B) (UTC Trust No. 1992-A) dated June 30, 1992 (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and UNION TANK CAR COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-10B) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, the Lessee shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and the Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by the Lessee and accepted by the Owner Trustee on the Closing Date; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Equipment Cost, etc. The Equipment Cost of each of the Units leased hereunder is as set forth on Schedule 1 to the Participation Agreement. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Price applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 8 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in the City of Evanston, State of Illinois, on the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK, not
in its individual capacity, but
solely as Owner Trustee

By: 

Name: PHILIP G. KANE, JR.

Title: VICE PRESIDENT

LESSEE:

UNION TANK CAR COMPANY

By: 

Name: SG Dismore

Title: VICE PRESIDENT

Receipt of the original counterpart
of the foregoing Lease is hereby
acknowledged this _____ day of
_____, 1992.1/

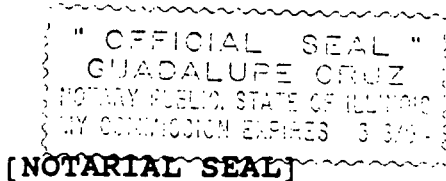
NATIONSBANK OF SOUTH CAROLINA, NATIONAL
ASSOCIATION, as Indenture Trustee

By: _____
Name: _____
Title: _____

1/ On chattel paper original only
[Lease: L-10B]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, P. G. KANE, Jr., to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

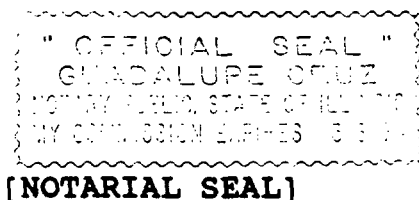


Guadalupe Cruz
Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, SG DUNSMORE, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Guadalupe Cruz
Notary Public

My commission expires: _____

[Lease: L-10B]

DESCRIPTION OF EQUIPMENT L-10B

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
PRESSURE CARS 33,800 GAL.						
NOV 1991	22	UTLX	910105	T929	105J400W	4G
OCT 1991	22	UTLX	910106	T929	105J400W	4G
OCT 1991	22	UTLX	910107	T929	105J400W	4G
NOV 1991	22	UTLX	910108	T929	105J400W	4G
NOV 1991	22	UTLX	910109	T929	105J400W	4G
OCT 1991	22	UTLX	910110	T929	105J400W	4G
NOV 1991	22	UTLX	910111	T929	105J400W	4G
OCT 1991	22	UTLX	910112	T929	105J400W	4G
OCT 1991	22	UTLX	910113	T929	105J400W	4G
OCT 1991	22	UTLX	910114	T929	105J400W	4G
OCT 1991	22	UTLX	910115	T929	105J400W	4G
OCT 1991	22	UTLX	910116	T929	105J400W	4G
OCT 1991	22	UTLX	910117	T929	105J400W	4G
OCT 1991	22	UTLX	910118	T929	105J400W	4G
OCT 1991	22	UTLX	910119	T929	105J400W	4G
OCT 1991	22	UTLX	910120	T929	105J400W	4G
OCT 1991	22	UTLX	910121	T929	105J400W	4G
OCT 1991	22	UTLX	910122	T929	105J400W	4G
OCT 1991	22	UTLX	910123	T929	105J400W	4G
OCT 1991	22	UTLX	910124	T929	105J400W	4G
JUN 1991	22	UTLX	910213	T929	105J400W	4G
JUL 1991	22	UTLX	910214	T929	105J400W	4G
AUG 1991	22	UTLX	910215	T929	105J400W	4G
AUG 1991	22	UTLX	910217	T929	105J400W	4G
JUN 1991	22	UTLX	910219	T929	105J400W	4G
JUN 1991	22	UTLX	910221	T929	105J400W	4G
JUN 1991	22	UTLX	910225	T929	105J400W	4G
AUG 1991	22	UTLX	910226	T929	105J400W	4G
JUL 1991	22	UTLX	910227	T929	105J400W	4G
JUN 1991	22	UTLX	910228	T929	105J400W	4G
JUL 1991	22	UTLX	910233	T929	105J400W	4G
AUG 1991	22	UTLX	910234	T929	105J400W	4G
JUL 1991	22	UTLX	910235	T929	105J400W	4G
JUN 1991	22	UTLX	910236	T929	105J400W	4G
JUL 1991	22	UTLX	910240	T929	105J400W	4G
JUN 1991	22	UTLX	910241	T929	105J400W	4G
AUG 1991	22	UTLX	910244	T929	105J400W	4G
JUN 1991	22	UTLX	910246	T929	105J400W	4G
SEP 1991	22	UTLX	910247	T929	105J400W	4G
JUN 1991	22	UTLX	910249	T929	105J400W	4G
JUN 1991	22	UTLX	910250	T929	105J400W	4G
JUN 1991	22	UTLX	910251	T929	105J400W	4G
JUL 1991	22	UTLX	910252	T929	105J400W	4G
JUN 1991	22	UTLX	910253	T929	105J400W	4G
JUN 1991	22	UTLX	910254	T929	105J400W	4G
JUN 1991	22	UTLX	910255	T929	105J400W	4G
JUN 1991	22	UTLX	910256	T929	105J400W	4G
JUN 1991	22	UTLX	910257	T929	105J400W	4G
JUN 1991	22	UTLX	910258	T929	105J400W	4G
JUL 1991	22	UTLX	910259	T929	105J400W	4G
JUN 1991	22	UTLX	910260	T929	105J400W	4G
JUN 1991	22	UTLX	910261	T929	105J400W	4G
JUN 1991	22	UTLX	910262	T929	105J400W	4G
JUN 1991	22	UTLX	910263	T929	105J400W	4G
AUG 1991	22	UTLX	910264	T929	105J400W	4G
JUN 1991	22	UTLX	910265	T929	105J400W	4G
JUN 1991	22	UTLX	910266	T929	105J400W	4G
AUG 1991	22	UTLX	910267	T929	105J400W	4G
JUN 1991	22	UTLX	910268	T929	105J400W	4G
JUN 1991	22	UTLX	910269	T929	105J400W	4G
JUN 1991	22	UTLX	910270	T929	105J400W	4G
JUN 1991	22	UTLX	910271	T929	105J400W	4G
JUL 1991	22	UTLX	910272	T929	105J400W	4G
JUL 1991	22	UTLX	910273	T929	105J400W	4G

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
JUN 1991	22	UTLX	910274	T929	105J400W	4G
AUG 1991	22	UTLX	910275	T929	105J400W	4G
JUL 1991	22	UTLX	910276	T929	105J400W	4G
JUN 1991	22	UTLX	910277	T929	105J400W	4G
JUN 1991	22	UTLX	910278	T929	105J400W	4G
JUN 1991	22	UTLX	910279	T929	105J400W	4G
JUN 1991	22	UTLX	910280	T929	105J400W	4G
JUN 1991	22	UTLX	910281	T929	105J400W	4G
SEP 1991	22	UTLX	910282	T929	105J400W	4G
JUL 1991	22	UTLX	910283	T929	105J400W	4G
JUL 1991	22	UTLX	910284	T929	105J400W	4G
JUL 1991	22	UTLX	910285	T929	105J400W	4G
JUL 1991	22	UTLX	910286	T929	105J400W	4G
AUG 1991	22	UTLX	910287	T929	105J400W	4G
AUG 1991	22	UTLX	910288	T929	105J400W	4G
AUG 1991	22	UTLX	910289	T929	105J400W	4G
AUG 1991	22	UTLX	910290	T929	105J400W	4G
SEP 1991	22	UTLX	910291	T929	105J400W	4G
JUN 1991	22	UTLX	910292	T929	105J400W	4G
AUG 1991	22	UTLX	910293	T929	105J400W	4G
JUN 1991	22	UTLX	910294	T929	105J400W	4G
AUG 1991	22	UTLX	910295	T929	105J400W	4G
AUG 1991	22	UTLX	910296	T929	105J400W	4G
JUL 1991	22	UTLX	910297	T929	105J400W	4G
JUL 1991	22	UTLX	910298	T929	105J400W	4G
SEP 1991	22	UTLX	910299	T929	105J400W	4G
AUG 1991	22	UTLX	910300	T929	105J400W	4G
JUL 1991	22	UTLX	910301	T929	105J400W	4G
JUL 1991	22	UTLX	910302	T929	105J400W	4G
JUL 1991	22	UTLX	910303	T929	105J400W	4G
SEP 1991	22	UTLX	910304	T929	105J400W	4G
JUL 1991	22	UTLX	910305	T929	105J400W	4G
SEP 1991	22	UTLX	910306	T929	105J400W	4G
SEP 1991	22	UTLX	910307	T929	105J400W	4G
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AUG 1991	22	UTLX	910309	T929	105J400W	4G
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AUG 1991	22	UTLX	910312	T929	105J400W	4G
SEP 1991	22	UTLX	910313	T929	105J400W	4G
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SEP 1991	22	UTLX	910315	T929	105J400W	4G
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AUG 1991	22	UTLX	910318	T929	105J400W	4G
AUG 1991	22	UTLX	910319	T929	105J400W	4G
AUG 1991	22	UTLX	910320	T929	105J400W	4G
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AUG 1991	22	UTLX	910322	T929	105J400W	4G
AUG 1991	22	UTLX	910323	T929	105J400W	4G
AUG 1991	22	UTLX	910324	T929	105J400W	4G
AUG 1991	22	UTLX	910325	T929	105J400W	4G
AUG 1991	22	UTLX	910326	T929	105J400W	4G
AUG 1991	22	UTLX	910327	T929	105J400W	4G
AUG 1991	22	UTLX	910328	T929	105J400W	4G
AUG 1991	22	UTLX	910329	T929	105J400W	4G
AUG 1991	22	UTLX	910330	T929	105J400W	4G
SEP 1991	22	UTLX	910331	T929	105J400W	4G
AUG 1991	22	UTLX	910332	T929	105J400W	4G
AUG 1991	22	UTLX	910333	T929	105J400W	4G
AUG 1991	22	UTLX	910334	T929	105J400W	4G
AUG 1991	22	UTLX	910335	T929	105J400W	4G
SEP 1991	22	UTLX	910336	T929	105J400W	4G
SEP 1991	22	UTLX	910337	T929	105J400W	4G
AUG 1991	22	UTLX	910338	T929	105J400W	4G
AUG 1991	22	UTLX	910339	T929	105J400W	4G

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
AUG 1991	22	UTLX	910340	T929	105J400W	4G
AUG 1991	22	UTLX	910341	T929	105J400W	4G
AUG 1991	22	UTLX	910342	T929	105J400W	4G
SEP 1991	22	UTLX	910343	T929	105J400W	4G
AUG 1991	22	UTLX	910344	T929	105J400W	4G
AUG 1991	22	UTLX	910345	T929	105J400W	4G
AUG 1991	22	UTLX	910346	T929	105J400W	4G
AUG 1991	22	UTLX	910347	T929	105J400W	4G
AUG 1991	22	UTLX	910348	T929	105J400W	4G
AUG 1991	22	UTLX	910349	T929	105J400W	4G
AUG 1991	22	UTLX	910350	T929	105J400W	4G
AUG 1991	22	UTLX	910351	T929	105J400W	4G
SEP 1991	22	UTLX	910352	T929	105J400W	4G
AUG 1991	22	UTLX	910353	T929	105J400W	4G
AUG 1991	22	UTLX	910354	T929	105J400W	4G
SEP 1991	22	UTLX	910355	T929	105J400W	4G
AUG 1991	22	UTLX	910356	T929	105J400W	4G
AUG 1991	22	UTLX	910357	T929	105J400W	4G
AUG 1991	22	UTLX	910358	T929	105J400W	4G
SEP 1991	22	UTLX	910359	T929	105J400W	4G
AUG 1991	22	UTLX	910360	T929	105J400W	4G
AUG 1991	22	UTLX	910361	T929	105J400W	4G
AUG 1991	22	UTLX	910362	T929	105J400W	4G
OCT 1991	22	UTLX	910363	T929	105J400W	4G
AUG 1991	22	UTLX	910364	T929	105J400W	4G
AUG 1991	22	UTLX	910365	T929	105J400W	4G
SEP 1991	22	UTLX	910366	T929	105J400W	4G
SEP 1991	22	UTLX	910367	T929	105J400W	4G
SEP 1991	22	UTLX	910368	T929	105J400W	4G
SEP 1991	22	UTLX	910369	T929	105J400W	4G
OCT 1991	22	UTLX	910370	T929	105J400W	4G
SEP 1991	22	UTLX	910371	T929	105J400W	4G
OCT 1991	22	UTLX	910372	T929	105J400W	4G
SEP 1991	22	UTLX	910373	T929	105J400W	4G
SEP 1991	22	UTLX	910374	T929	105J400W	4G
OCT 1991	22	UTLX	910375	T929	105J400W	4G
SEP 1991	22	UTLX	910376	T929	105J400W	4G
OCT 1991	22	UTLX	910377	T929	105J400W	4G
OCT 1991	22	UTLX	910378	T929	105J400W	4G
OCT 1991	22	UTLX	910379	T929	105J400W	4G
OCT 1991	22	UTLX	910380	T929	105J400W	4G
OCT 1991	22	UTLX	910381	T929	105J400W	4G
OCT 1991	22	UTLX	910382	T929	105J400W	4G
SEP 1991	22	UTLX	910383	T929	105J400W	4G
SEP 1991	22	UTLX	910384	T929	105J400W	4G
OCT 1991	22	UTLX	910385	T929	105J400W	4G
OCT 1991	22	UTLX	910386	T929	105J400W	4G
SEP 1991	22	UTLX	910387	T929	105J400W	4G
OCT 1991	22	UTLX	910388	T929	105J400W	4G
SEP 1991	22	UTLX	910389	T929	105J400W	4G
SEP 1991	22	UTLX	910390	T929	105J400W	4G
SEP 1991	22	UTLX	910391	T929	105J400W	4G
SEP 1991	22	UTLX	910392	T929	105J400W	4G
OCT 1991	22	UTLX	910393	T929	105J400W	4G
SEP 1991	22	UTLX	910394	T929	105J400W	4G
OCT 1991	22	UTLX	910395	T929	105J400W	4G
SEP 1991	22	UTLX	910396	T929	105J400W	4G
SEP 1991	22	UTLX	910397	T929	105J400W	4G
OCT 1991	22	UTLX	910398	T929	105J400W	4G
SEP 1991	22	UTLX	910399	T929	105J400W	4G
SEP 1991	22	UTLX	910400	T929	105J400W	4G
SEP 1991	22	UTLX	910401	T929	105J400W	4G
SEP 1991	22	UTLX	910402	T929	105J400W	4G
OCT 1991	22	UTLX	910403	T929	105J400W	4G
OCT 1991	22	UTLX	910404	T929	105J400W	4G
SEP 1991	22	UTLX	910405	T929	105J400W	4G

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
SEP 1991	22	UTLX	910406	T929	105J400W	4G
SEP 1991	22	UTLX	910407	T929	105J400W	4G
SEP 1991	22	UTLX	910408	T929	105J400W	4G
OCT 1991	22	UTLX	910409	T929	105J400W	4G
OCT 1991	22	UTLX	910410	T929	105J400W	4G
OCT 1991	22	UTLX	910411	T929	105J400W	4G
OCT 1991	22	UTLX	910412	T929	105J400W	4G
OCT 1991	22	UTLX	910413	T929	105J400W	4G
OCT 1991	22	UTLX	910414	T929	105J400W	4G
OCT 1991	22	UTLX	910415	T929	105J400W	4G
OCT 1991	22	UTLX	910416	T929	105J400W	4G
OCT 1991	22	UTLX	910417	T929	105J400W	4G
OCT 1991	22	UTLX	910418	T929	105J400W	4G
OCT 1991	22	UTLX	910419	T929	105J400W	4G
OCT 1991	22	UTLX	910420	T929	105J400W	4G
OCT 1991	22	UTLX	910421	T929	105J400W	4G
OCT 1991	22	UTLX	910422	T929	105J400W	4G
OCT 1991	22	UTLX	910423	T929	105J400W	4G
NOV 1991	22	UTLX	910424	T929	105J400W	4G
NOV 1991	22	UTLX	910425	T929	105J400W	4G
NOV 1991	22	UTLX	910426	T929	105J400W	4G
NOV 1991	22	UTLX	910427	T929	105J400W	4G
NOV 1991	22	UTLX	910428	T929	105J400W	4G
NOV 1991	22	UTLX	910429	T929	105J400W	4G
NOV 1991	22	UTLX	910430	T929	105J400W	4G
NOV 1991	22	UTLX	910431	T929	105J400W	4G
NOV 1991	22	UTLX	910432	T929	105J400W	4G
NOV 1991	22	UTLX	910433	T929	105J400W	4G
NOV 1991	22	UTLX	910434	T929	105J400W	4G
NOV 1991	22	UTLX	910435	T929	105J400W	4G
NOV 1991	22	UTLX	910436	T929	105J400W	4G
NOV 1991	22	UTLX	910437	T929	105J400W	4G
NOV 1991	22	UTLX	910438	T929	105J400W	4G
NOV 1991	22	UTLX	910439	T929	105J400W	4G
DEC 1991	22	UTLX	910440	T929	105J400W	4G
DEC 1991	22	UTLX	910441	T929	105J400W	4G
NOV 1991	22	UTLX	910442	T929	105J400W	4G
NOV 1991	22	UTLX	910443	T929	105J400W	4G
DEC 1991	22	UTLX	910444	T929	105J400W	4G
DEC 1991	22	UTLX	910445	T929	105J400W	4G
DEC 1991	22	UTLX	910446	T929	105J400W	4G
DEC 1991	22	UTLX	910447	T929	105J400W	4G
DEC 1991	22	UTLX	910448	T929	105J400W	4G
DEC 1991	22	UTLX	910449	T929	105J400W	4G
NOV 1991	22	UTLX	910450	T929	105J400W	4G
NOV 1991	22	UTLX	910451	T929	105J400W	4G
DEC 1991	22	UTLX	910452	T929	105J400W	4G
DEC 1991	22	UTLX	910453	T929	105J400W	4G
DEC 1991	22	UTLX	910454	T929	105J400W	4G
DEC 1991	22	UTLX	910455	T929	105J400W	4G
DEC 1991	22	UTLX	910456	T929	105J400W	4G
DEC 1991	22	UTLX	910457	T929	105J400W	4G
DEC 1991	22	UTLX	910458	T929	105J400W	4G
DEC 1991	22	UTLX	910459	T929	105J400W	4G
DEC 1991	22	UTLX	910460	T929	105J400W	4G
DEC 1991	22	UTLX	910461	T929	105J400W	4G
DEC 1991	22	UTLX	910462	T929	105J400W	4G
JAN 1992	22	UTLX	910463	T929	105J400W	4G
DEC 1991	22	UTLX	910464	T929	105J400W	4G
DEC 1991	22	UTLX	910465	T929	105J400W	4G
DEC 1991	22	UTLX	910466	T929	105J400W	4G
DEC 1991	22	UTLX	910467	T929	105J400W	4G
JAN 1992	22	UTLX	910468	T929	105J400W	4G
JAN 1992	22	UTLX	910469	T929	105J400W	4G
JAN 1992	22	UTLX	910470	T929	105J400W	4G
JAN 1992	22	UTLX	910471	T929	105J400W	4G

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
JAN 1992	22	UTLX	910472	T929	105J400W	4G
JAN 1992	22	UTLX	910473	T929	105J400W	4G
JAN 1992	22	UTLX	910474	T929	105J400W	4G
JAN 1992	22	UTLX	910475	T929	105J400W	4G
JAN 1992	22	UTLX	910476	T929	105J400W	4G
JAN 1992	22	UTLX	910477	T929	105J400W	4G
JAN 1992	22	UTLX	910478	T929	105J400W	4G
JAN 1992	22	UTLX	910479	T929	105J400W	4G
JAN 1992	22	UTLX	910480	T929	105J400W	4G
JAN 1992	22	UTLX	910481	T929	105J400W	4G
JAN 1992	22	UTLX	910482	T929	105J400W	4G
JAN 1992	22	UTLX	910483	T929	105J400W	4G
JAN 1992	22	UTLX	910484	T929	105J400W	4G
JAN 1992	22	UTLX	910485	T929	105J400W	4G
JAN 1992	22	UTLX	910486	T929	105J400W	4G
JAN 1992	22	UTLX	910487	T929	105J400W	4G
JAN 1992	22	UTLX	910488	T929	105J400W	4G
FEB 1992	22	UTLX	910489	T929	105J400W	4G
FEB 1992	22	UTLX	910490	T929	105J400W	4G
FEB 1992	22	UTLX	910491	T929	105J400W	4G
JAN 1992	22	UTLX	910492	T929	105J400W	4G
JAN 1992	22	UTLX	910493	T929	105J400W	4G
JAN 1992	22	UTLX	910494	T929	105J400W	4G
JAN 1992	22	UTLX	910495	T929	105J400W	4G
JAN 1992	22	UTLX	910496	T929	105J400W	4G
FEB 1992	22	UTLX	910497	T929	105J400W	4G
FEB 1992	22	UTLX	910498	T929	105J400W	4G
FEB 1992	22	UTLX	910499	T929	105J400W	4G
FEB 1992	22	UTLX	910500	T929	105J400W	4G
FEB 1992	22	UTLX	910501	T929	105J400W	4G
FEB 1992	22	UTLX	910502	T929	105J400W	4G
FEB 1992	22	UTLX	910503	T929	105J400W	4G
FEB 1992	22	UTLX	910504	T929	105J400W	4G
FEB 1992	22	UTLX	910505	T929	105J400W	4G
FEB 1992	22	UTLX	910506	T929	105J400W	4G
FEB 1992	22	UTLX	910507	T929	105J400W	4G

TOTAL PRESSURE CARS 33,800 GAL.: 298

Maturity Dates, Principal Amounts and
Interest Rates of Equipment Notes

<u>Equipment Note</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
No. L-10B-A1	01/2/2007	\$13,931,000	7.95%
No. L-10B-A2	07/02/2013	\$5,864,000	8.625%

Equipment Notes

Principal Payment Dates

Equipment Note No. L-10B-A1

Maturity Date: 01/02/2007

<u>Installment Payment Date</u>	<u>Installment Payment Percentage</u>
02-Jan-93	0.000000000%
02-Jul-93	0.000000000%
02-Jan-94	2.972458689%
02-Jul-94	0.000000000%
02-Jan-95	3.297184757%
02-Jul-95	0.000000000%
02-Jan-96	3.681005479%
02-Jul-96	0.000000000%
02-Jan-97	4.125689395%
02-Jul-97	0.000000000%
02-Jan-98	4.645544145%
02-Jul-98	0.000000000%
02-Jan-99	5.259420664%
02-Jul-99	0.000000000%
02-Jan-2000	5.992998650%
02-Jul-2000	0.000000000%
02-Jan-2001	6.882184177%
02-Jul-2001	0.000000000%
02-Jan-2002	7.978767771%
02-Jul-2002	0.000000000%
02-Jan-2003	7.721536316%
02-Jul-2003	0.000000000%
02-Jan-2004	13.240009303%
02-Jul-2004	0.000000000%
02-Jan-2005	20.136807660%
02-Jul-2005	35.028959540%
02-Jan-2006	48.104632771%
02-Jul-2006	0.000000000%
02-Jan-2007	100.000000000%

Equipment Notes

Principal Payment Dates

Equipment Note No. L-10B-A2

Maturity Date: 07/02/2013

<u>Installment Payment Date</u>	<u>Installment Payment Percentage</u>
02-Jan-93	0.000000000%
02-Jul-93	0.000000000%
02-Jan-94	0.000000000%
02-Jul-94	0.000000000%
02-Jan-95	0.000000000%
02-Jul-95	0.000000000%
02-Jan-96	0.000000000%
02-Jul-96	0.000000000%
02-Jan-97	0.000000000%
02-Jul-97	0.000000000%
02-Jan-98	0.000000000%
02-Jul-98	0.000000000%
02-Jan-99	0.000000000%
02-Jul-99	0.000000000%
02-Jan-2000	0.000000000%
02-Jul-2000	0.000000000%
02-Jan-2001	0.000000000%
02-Jul-2001	0.000000000%
02-Jan-2002	0.000000000%
02-Jul-2002	0.000000000%
02-Jan-2003	0.000000000%
02-Jul-2003	0.000000000%
02-Jan-2004	0.000000000%
02-Jul-2004	0.000000000%
02-Jan-2005	0.000000000%
02-Jul-2005	0.000000000%
02-Jan-2006	0.000000000%
02-Jul-2006	0.000000000%
02-Jan-2007	0.000000000%
02-Jul-2007	0.000000000%
02-Jan-2008	0.000000000%
02-Jul-2008	0.000000000%
02-Jan-2009	0.000000000%
02-Jul-2009	0.000000000%
02-Jan-2010	5.423165075%
02-Jul-2010	0.000000000%
02-Jan-2011	33.881528650%
02-Jul-2011	0.000000000%
02-Jan-2012	61.504820843%
02-Jul-2012	0.000000000%
02-Jan-2013	99.999999292%
02-Jul-2013	100.000000000%

**Exhibit B-2 to
Indenture Supplement**

Issuance of Equipment Notes

The Equipment Notes issued hereunder shall be issued to and shall be payable to the Pass Through Trustee under each Pass Through Trust Agreement with respect to the grantor trust created thereby, in each case as set forth below:

Equipment Note

L-10B-A1
L-10B-A2

Pass Through Trust

1992-A1
1992-A2